

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

BEVERLEE KAY BOHN
Debtor.

)
) CHAPTER: 11
) NO.: 320-02401
) Judge Mashburn
)
)
)

THE DEADLINE FOR FILING A TIMELY RESPONSE IS May 26, 2020
IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: June 2, 2020 at 9:00 a.m. in the COURTROOM
1, CUSTOMS HOUSE BUILDING, 701 BROADWAY, NASHVILLE, TN

NOTICE OF MOTION FOR ORDER APPROVING EMPLOYMENT AND RETENTION OF LEFKOVITZ & LEFKOVITZ, PLLC AS COUNSEL FOR DEBTOR

The Debtor has asked the Court for the following relief: Order Approving Employment and Retention of Lefkovitz & Lefkovitz, PLLC as Counsel for Debtor.

YOUR RIGHTS MAY BE AFFECTED. If you do not want the court to grant the attached motion by entering the attached order, or if you want the court to consider your views on the motion, then on or before the response date stated above, you or your attorney must:

1. File with the court your response or objection explaining your position. **PLEASE NOTE: THE BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE REQUIRES ELECTRONIC FILING. ANY RESPONSE OR OBJECTION YOU WISH TO FILE MUST BE SUBMITTED ELECTRONICALLY. TO FILE ELECTRONICALLY, YOU OR YOUR ATTORNEY MUST GO TO THE COURT WEBSITE AND FOLLOW THE INSTRUCTIONS AT: <https://ecf.tnmb.uscourts.gov>.**

If you need assistance with Electronic Filing you may call the Bankruptcy Court at (615) 736-5584. You may also visit the Bankruptcy Court in person at: US Bankruptcy Court, 701 Broadway, 1st Floor, Nashville, TN (Monday - Friday, 8:00 A.M. - 4:00 P.M.).

2. Your response must state that the deadline for filing responses, the date of the scheduled hearing and the motion to which you are responding.

If a response is filed before the deadline stated above, the hearing will be held at the time and place indicated above. ***THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.*** You may check whether a timely response has been filed by calling the Clerk's office at (615) 736-5584 or viewing the case on the Court's website at www.tnmb.uscourts.gov.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

Date: May 4, 2020

Signature: /S/ STEVEN L. LEFKOVITZ

Steven L. Lefkovitz, No. 5953
Attorney for Debtor
618 Church Street, Suite 410
Nashville, Tennessee 37219
Phone: (615) 256-8300
Fax: (615) 255-4516
Email: slefkovitz@lefkovitz.com

IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

BEVERLEE KAY BOHN
Debtor.

)
)
)
)
)
)
)

CHAPTER: 11
NO.: 320-02401
Judge Mashburn

**MOTION FOR ORDER APPROVING EMPLOYMENT AND RETENTION OF LEFKOVITZ & LEFKOVITZ,
PLLC AS COUNSEL FOR DEBTOR**

Comes the Debtor, through counsel, and respectfully moves this Honorable Court pursuant to 11 U.S.C. § 327 and Rule 2014 of the Federal Rules of Bankruptcy Procedure, for an Order authorizing and approving the employment of Lefkovitz & Lefkovitz, PLLC (the "Firm") to represent the Debtor as counsel in this bankruptcy case. A verified statement of the Firm pursuant to 11 U.S.C. § 329 and Rules 2014(a) and 2016(b) of the Bankruptcy Rules is attached hereto as Exhibit A. In support of this motion, Debtor represents as follows:

1. On May 4, 2020, (the "Petition Date"), Debtor commenced this case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.
2. Debtor is in possession of his property and is managing his affairs as Debtor-in-Possession. No Trustee has been appointed, nor has a committee of unsecured creditors been appointed.
3. Debtor has selected the Firm because he believes the Firm to be well qualified to represent him in these proceedings.
4. The Firm has been and will be employed to provide various legal services for the Debtor, including, but not limited to, the following:
 - a. Advising the Debtor as to his rights, duties, and powers as Debtor-in Possession;
 - b. Preparing and filing statements and schedules, plans, and other documents and pleadings necessary to be filed by the Debtor in this proceeding;
 - c. Representing the Debtor at all hearings, meetings of creditors, conferences, trials, and any other proceedings in this case; and
 - d. Performing such other legal services as may be necessary in connection with this case.
5. Debtor and the Firm do not believe that there is any actual or potential conflict of interest affecting the Firm's representation. The Firm does not currently, and has not previously, represented any creditor of the Debtor or any party of interest.

6. The undersigned attorney has represented the Debtor in various capacities over the past decade. The undersigned attorney has reviewed the creditors and related parties to the Debtor and does not have any conflicting interest with this Debtor, any creditor, or party in interest.
7. Counsel for the Debtor reviewed and compared the Debtor's creditors with the master list of debtors or parties in interest contained in the bankruptcy filing software utilized by the Firm, and did not discover any conflicts of interest. None of the creditors of the Debtor were ever former clients of the Firm, and other than this representation, the undersigned attorneys and law firm had no prior dealings with the Debtor.
8. The Debtor has entered into a written employment agreement with the Firm dated May 4, 2020, with respect to the services to be performed by the Firm and the compensation to be paid to the Firm for such services. A copy of the agreement is attached to this application as Exhibit B and the Debtor proposes to compensate the Firm at the rate set forth in this agreement, subject to the approval of the Court after the rendering of such services.
9. The Firm is a "disinterested person" as defined in Bankruptcy Code §§ 101(14) and 327. In the unlikely event the Firm is not disinterested with respect to the Debtor, then his will determine whether the representation may continue if special counsel or separate counsel is employed. If any disinterestedness cannot be waived or otherwise disqualifies the Firm from representation of the Debtor, the Firm will supplement this application and disclose the conflict to the Court.
10. To the best of the Debtor's knowledge and the Firm's knowledge, the Firm has no disqualifying connection with the Debtor or his estate, the Debtor's creditors, or any other party in interest, respective professionals, the US Trustee, or any person employed in the office of the US Trustee.

WHEREFORE, the Debtor respectfully requests for the entry of an Order authorizing the employment of Lefkovitz & Lefkovitz, PLLC as counsel for Debtor in all capacities as set forth above, and for such other and further relief as is just and proper.

Respectfully submitted,

/S/ STEVEN L. LEFKOVITZ

Steven L. Lefkovitz, No. 5953

Attorney for Debtor

618 Church Street, Suite 410

Nashville, Tennessee 37219

Phone: (615) 256-8300 Fax: (615) 255-4516

Email: slefkovitz@lefkovitz.com

CERTIFICATE OF SERVICE

I hereby certify that I have sent a true and exact copy of the foregoing to the Assistant United States Trustee; all other parties of record to receive notice electronically; via the United States Bankruptcy Court's CM/ECF system; this 4th day of May, 2020.

I further certify that I have sent a true and exact copy of the foregoing to the Debtor and all creditors and parties-in-interest pursuant to the attached mailing matrix, by U.S. Mail, postage prepaid, this 4th day of May , 2020.

/S/ STEVEN L. LEFKOVITZ
Steven L. Lefkovitz

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE**

IN RE:

BEVERLEE KAY BOHN,

Debtor.

)
)
)
)
)

Case No.

VERIFIED STATEMENT OF ATTORNEY

STEVEN L. LEFKOVITZ, the undersigned, states and declares under the penalty of perjury as follows:

1. That he is an attorney admitted to practice law before the Courts of the State of Tennessee, the United States Bankruptcy Court for all Districts in Tennessee; the United States District Court for all Districts in Tennessee; the United States District Court for the Eastern District of Michigan; the United States Tax Court and the United States Court of Appeals for the Sixth and Ninth Circuits.
2. That he and the law firm of Lefkovitz & Lefkovitz have no connection with the Debtor, his Creditors, or any other Party-of-Interest in this proceeding, its respective Attorneys or Accountants, the United States Trustee, the Sub Chapter V Trustee, or any person employed in the Office of the United States Trustee.
3. That he and the law firm of Lefkovitz & Lefkovitz are disinterested persons, as that term is defined in the Bankruptcy Code, and do not hold or represent an interest adverse to the estate with respect to the matter on which they are proposed to be employed. The undersigned attorney in this case, nor any member of this firm, has reviewed the creditors and parties in interest involved in this case and to the best of the undersigned knowledge, information, and belief has never represented, directly or indirectly, any creditors, party in interest, or principal of the debtor.
4. That he and the law firm of Lefkovitz & Lefkovitz have entered into a written agreement dated February 16, 2020, with the Debtor, regarding the services to be performed for the Debtor in connection with this proceeding and the compensation to be paid for such services.
5. An Application for Order Approving Employment of Attorney has been filed with the Court in this proceeding.
6. That he and the law firm of Lefkovitz & Lefkovitz has received an initial retainer fee (including court costs) in this proceeding in the amount of **\$14,217.00 (inclusive of court costs, credit report and credit counseling fees)**,
- 6a. The undersigned attorney has represented the Debtor in various capacities over the past decade. The undersigned attorney has reviewed the creditors and related parties to the Debtor and does not have any conflicting interest with this Debtor, any creditor, or party in interest.

6b. Conflicts of Interest: The undersigned attorney in this case, nor any member of this firm, has reviewed the creditors and parties in interest involved in this case and to the best of the undersigned knowledge, information, and belief has never represented, directly or indirectly, any creditors, party in interest, or principal of the debtor other than stated in this application. Counsel for the Debtors reviewed and compared the Debtors' creditors with the master list of debtors or parties in interest contained in the bankruptcy filing software utilized by Lefkovitz and Lefkovitz PLLC and did not discover any conflicts of interest. None of the creditors of the Debtors were ever former clients of Lefkovitz and Lefkovitz PLLC, and other than this representation, the undersigned attorneys and law firm had no prior dealings with the Debtor.

7. That he and the law firm of Lefkovitz & Lefkovitz has agreed to bill for services as follows:

- a. **\$555.00** per hour for time spent by Steven L. Lefkovitz;
- b. **\$350.00** per hour for time spent by Associate Attorneys;
- c. **\$125.00** per hour for time spent by Paralegals employed by the attorney;

and, the law firm of Lefkovitz & Lefkovitz shall not be permitted to draw upon any portion of the initial retainer if property of the estate paid in this proceeding for services performed and actual and necessary expenses incurred in this proceeding except as stated herein:

- (a) No sooner than One hundred twenty (120) days following the filing of the Chapter 11 proceeding by the Debtor as prescribed in 11 U.S.C. § 331 and for each 120 day period thereafter, an application for compensation setting forth the time expended in this proceeding and the amount of expenses incurred shall be filed with the Court.

8. That the law firm of Lefkovitz & Lefkovitz has not shared or agreed to share any portion of the compensation paid or to be paid in connection with the case with any other persons except members or associates of the law firm or Lefkovitz & Lefkovitz.

LEFKOVITZ & LEFKOVITZ

By: /s/ Steven L. Lefkovitz

Steven L. Lefkovitz, No. 5953
Attorney for the Debtor-in-Possession
618 Church Street, Suite 410
Nashville, Tennessee 37219
(615) 256-8300 fax (615) 255-4516
slefkovitz@lefkovitz.com

VERIFICATION

I hereby certify under the penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

By: /s/ Steven L. Lefkovitz

AGREEMENT FOR EMPLOYMENT OF ATTORNEY

BEVERLEE KAY BOHN (hereinafter the Employer), and the law firm of Lefkovitz & Lefkovitz (hereinafter collectively the Attorney), agrees as follows:

The Employer hereby employs the Attorney to represent, advise and perform legal services for the Employer on matters related to any reorganization, workout agreement, bankruptcy proceeding or similar transaction contemplated or entered into by the Employer, including the filing of a voluntary petition under Chapter 11 of the United States Bankruptcy Code by the Employer.

The services to be performed by the Attorney under this contract include the following:

Provide legal advice to the Employer with respect to any reorganization, workout agreement, bankruptcy proceeding or other agreement or transaction proposed or entered into by the Employer;

Prepare any instruments, agreements, pleadings or other documents necessary to effectuate any reorganization, workout agreement, bankruptcy proceeding or other agreements or transactions proposed or entered into by the Employer.

Represent the Employer in any action, proceeding, trial, conference, meeting, hearing or other proceeding or transaction in which the Employer is or becomes involved as a result of any reorganization, workout agreement, bankruptcy proceeding or other agreement or transaction proposed or entered into by the Employer.

Should the Employer file a voluntary petition under Chapter 11 of the United States Bankruptcy Code, the Attorney shall, with the assistance and cooperation of the Employer and his agents and employees, perform the following services:

- (a) Prepare and file on behalf of the Employer all petitions, schedules, statements, plans and other documents and/or pleadings;
- (b) Attend and represent the Employer at all meetings of creditors, hearings, trials, conferences and other proceedings, whether in or out of Court;
- (c) Provide legal advice to the Employer as to the rights, duties and powers of the Employer as Debtor-in-Possession in a Chapter 11 proceeding, and as to other matters arising in or related to the Chapter 11 proceeding; and
- (d) Otherwise assist, advise and represent the Employer on matters related to the Chapter 11 proceeding as requested by the Employer.

The Employer agrees to reimburse the Attorney for all necessary expenses incurred by the Attorney in the performance of services under this contract and to compensate the Attorney for services performed under this contract as follows:

- a. **\$555.00** per hour for time spent by Steven L. Lefkovitz;
- b. **\$350.00** per hour for time spent by Associate Attorneys;
- c. **\$125.00** per hour for time spent by Paralegals employed by the attorney.

The undersigned attorney received a retainer from the Debtor in the amount of \$12,500.00.

The Attorney shall apply the retainer towards the fees and expenses incurred by the Attorney in the representation of the Employer in this proceeding as set forth in the application filed with the Court. The Attorney shall file a fee application pursuant to 11 U.S.C. § 331 for Court approval of such fees and expenses.

The Attorney warrants that he is knowledgeable in the field of law to be dealt with in the performance of this contract; that the Attorney is experienced in bankruptcy practice and Chapter 11 reorganization proceedings; that the Attorney has no connection with the Employer, his Creditors, or any Party-of-Interest, their respective Attorneys or Accountants, the U.S. Trustee, or any person employed in the office of the United States Trustee that would preclude the Attorney from representing the Employer as Debtor-in-Possession in a Chapter 11 proceeding; and that the Attorney does not hold or represent an interest that would be adverse to the interest of the Employer estate in a Chapter 11 proceeding. The undersigned attorney in this case, nor any member of this firm, has reviewed the creditors and parties in interest involved in this case and to the best of the undersigned knowledge, information, and belief has never represented, directly or indirectly, any creditors, party in interest, or principal of the debtor.

The parties agree that the Attorney may retain other attorneys as consultants on matters relating to this contract, and the Employer agrees to compensate these attorneys for services rendered on the Employer behalf at the rates set forth in paragraph 3 of this contract, provided that no services shall be performed by any other attorney without the prior written consent of the Employer to the employment of the Attorney. **Further, said appointment of any additional counsel shall be done so by an appropriate order of the court and, in compliance with the provisions of 11 U.S.C. § 327 and FRBP 2014.**

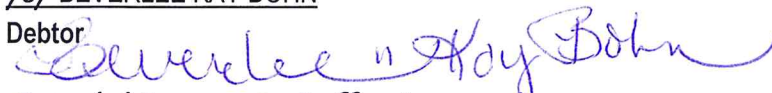
The Attorney agrees to fully account for all Attorney and Paralegal time performed under this contract and to permit the Employer to periodically review the work performed under this contract and the records thereof maintained by the Attorney.

Either party may terminated this contract at any time, subject to the approval of the Court, if necessary.

IN WITNESS WHEREOF, the parties have executed this contract on the 4TH day of March , 2020.

/s/ BEVERLEE KAY BOHN

Debtor



By: /s/ Steven L. Lefkovitz, No. 5953

STEVEN L. LEFKOVITZ, ESQ.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

BEVERLEE KAY BOHN
Debtor.

)
)
)
)
)
)
)

ORDER APPROVING EMPLOYMENT OF ATTORNEY

THIS MATTER comes before the Court upon the application of the Debtor-in-Possession for an order approving the employment of Steven L. Lefkovitz and the law firm of Lefkovitz & Lefkovitz as attorneys for the Debtor-in-Possession, which application was accompanied by a verified statement in compliance with Bankruptcy Rule 2014 (a) signed by Steven L. Lefkovitz.

IT APPEARS to the Court that copies of said application and verified statement has been served upon the U.S. Trustee for the Middle District of Tennessee as required by Bankruptcy Rules 2014 (a) and 9034 and to all applicable Creditors and Parties-of-Interest pursuant to Local Rule 2014-1; that the U.S. Trustee has not filed an objection to the application, that further notice of the application need not be given; and that a hearing on the application is neither required nor is it necessary.

IT FURTHER APPEARS to the Court that the proposed attorney for the Debtor-in-Possession has been admitted to practice before this Court, and does not hold or represent an interest adverse to the estate with respect to matters on which he and the law firm of Lefkovitz and Lefkovitz are to be employed, has no disqualifying connection with the Debtor, his Creditors, or any other Party-in-Interest, his respective attorneys and accountants, the U.S. Trustee, or any employee in the office of the United States Trustee, and that the employment of said attorney is necessary and in the best interest of the estate.

IT IS THEREFORE ORDERED that the employment of Steven L. Lefkovitz and the law firm of Lefkovitz & Lefkovitz in the above-referenced Chapter 11 bankruptcy proceeding is hereby GRANTED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

LEFKOVITZ & LEFKOVITZ

By: /s/ Steven L. Lefkovitz

Steven L. Lefkovitz, No. 5953

Attorney for the Debtor

618 Church St., #410

Nashville, TN 37219

(615) 256-8300 fax (615) 255-4516

slefkovitz@lefkovitz.com

P
R
O
P
O
S
E
D
O
R
D
E
R

BEVERLEE KAY BOHN
4807 WOODBURY PIKE
MURFREESBORO TN 37127

STEVEN L. LEFKOVITZ
LEFKOVITZ & LEFKOVITZ
618 CHURCH ST., #410
NASHVILLE, TN 37219

AMERICAN EXPRESS
ATTN: BANKRUPTCY DEPT
PO BOX 981535
EL PASO TX 79998

CHASE VISA
POB 15298
WILIMINGTON DE 19850

CITI
PO BOX 9001037
LOUISVILLE KY 40290

CITI BANK SAMS CLUB
POB 9001016
LOUISVILLE KY 40290

CITI VISA
POB 9001037
LOUISVILLE KY 40290

COSTCO
ATTN: BANKRUPTCY DEPT
PO BOX 20363
KANSAS CITY MO 64195

RICARDO A. LISONDRA
C/O SHERWOOD LAW OFFICE
225 WEST OAK AVENUE
CARMEL BY THE SEA CA 93921

WILSON BANK
POB 331909
MURFREESBORO TN 37133